

**26. Approve Amendment #3 to M-303-02/BJC – County Services Building (CSB) parking and drainage improvements project, with Bowyer-Singleton and Associates of Orlando (\$5,800.00).**

M-303-02/BJC provides for project meetings and coordination, design survey, final engineering design, permitting landscape plan, permit application preparation, permit application processing, pre-construction administration services, construction administration services and final certifications for the County Services Building parking and drainage improvements.

During the course of the excavations for the 60" drain pipe and the retention ponds, many additional "conflicts" are being discovered (e.g. the new storm sewer pipe crossings running into unknown existing underground utilities). There will also be unforeseen conditions as the contractor starts to excavate through the existing asphalt parking lot. These conflicts do not show up any of the old plans to the County Services Building and were not uncovered during other underground work done over the past 30 to 40 years. The A & E firm needs to be included in making the engineering decisions on how to work out these conflicts. This will also give us the opportunity to get complete and updated sets of "AS-BUILTS" from Bowyer-Singleton at the completion of this project that show the unknown utility lines discovered. The following is a summary of the cost of this contract:

Original Contract Sum:	\$24,500.00
Amendment #1&#2:	7,300.00
Add Amendment #3:	<u>5,800.00</u>
Revised Contract Sum:	\$37,600.00

Funds are available in account number 010560-53031000 (Facilities Maintenance, Professional Services). Administrative Services/Facilities Maintenance and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve the increase and authorize the Chairman to execute the Amendment.

**THIRD AMENDMENT TO CONSULTANT SERVICES AGREEMENT (M-303-02/BJC)  
COUNTY SERVICES BUILDING PAVING AND DRAINAGE IMPROVEMENTS**

**THIS THIRD AMENDMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and is to that certain Agreement made and entered into on the 22<sup>nd</sup> day of February, 2002, as amended on August 19, 2002 and on September 16, 2002 between **BOWYER-SINGLETON AND ASSOCIATES, INC.**, whose address is 520 South Magnolia Avenue, Orlando, Florida 32801, hereinafter referred to as "CONSULTANT," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, the CONSULTANT and COUNTY entered into the above-referenced Agreement on February 22, 2002, as amended on August 19, 2002 and on September 16, 2002 for consultant services for the County Services Building paving and drainage improvements; and

**WHEREAS**, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

**WHEREAS**, Section 19 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

**NOW, THEREFORE**, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. The Scope of Services attached to the Agreement is increased to provide for the additional services provided in the attached Exhibit "A," which is incorporated by this reference.

2. The COUNTY agrees to compensate CONSULTANT the fixed fee sum of FIVE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$5,800.00) for the increased Scope of Services. The total fixed fee compensation through

this Third Amendment is the fixed sum of THIRTY-SEVEN THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$37,600.00). In no event shall CONSULTANT be paid more than the fixed fee sum stated above.

3. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

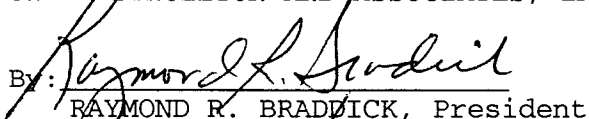
**IN WITNESS WHEREOF,** the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:



(CORPORATE SEAL)

BOWYER-SINGLETON AND ASSOCIATES, INC.

By:   
RAYMOND R. BRADDICK, President

Date: 6/26/03

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

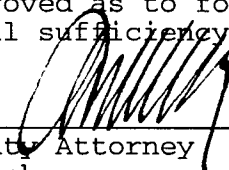
\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.  
Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

  
\_\_\_\_\_  
County Attorney  
AC/lpk  
6/23/03  
3am-m-303

Attachment:  
Exhibit "A"- Scope of Services

## Scope of Services

Revised June 19, 2003  
Revised June 9, 2003  
June 6, 2003

Mr. Chuck Lawson  
Seminole County  
205 West County Home Road  
Sanford Park, Florida 32773

Subject: **Seminole County Administrative Services Facility  
Revised Amendment to Contract No. M-303-02/BJC  
Change in Scope of Work**

Dear Mr. Lawson:

Bowyer-Singleton & Associates, Inc. is pleased to submit this revised contract amendment to the Seminole County Administrative Services Facility site; Contract No. M-303-02/BJC. The total site is approximately 6 acres and is located on the southwest corner of First Street and Mellonville Avenue in Sanford, Florida. We are submitting this request for a revised contract amendment due to the additional effort required for the offsite storm design and coordination.

Many additional "conflicts" (e.g. new storm sewer pipe crossing running into existing underground pipe, etc) are being discovered during excavation for the storm sewer and retention ponds. There will also be unforeseen conditions when the contractor starts to excavate through the existing asphalt parking lot. These conflicts did not show up any of the old plans to the County Service Building or other underground work that has been done over the past 30 to 40 years. The A & E firm needs to be included in making these engineering decisions on how to work out these conflicts. This will also give us the opportunity to get complete and updated sets of "AS-BUILTS" from Bowyer-Singleton at the completion of this project.

The original intent was to provide support during two (2) month construction phase. Bowyer-Singleton has fulfilled its obligation per the original contract but there is additional coordination, design effort, required that are clearly beyond the original scope. These changes have also lead to additional reproduction costs

With this information in mind, we propose the following tasks and corresponding fees:

### **I. Additional Construction Administration**

We will provide continued construction support for an additional three (3) months. We will attend up to twelve (12) coordination meetings, review requests for payment, resolve field conflicts, perform minor plan revisions, and answer requests for additional information.

Our fee for this task will be based on time and materials, in accordance with the enclosed Schedule of Charges. We estimate a not-to-exceed budget of \$5,300, plus other direct costs.

### **II. Other Direct Costs**

Other direct costs include items such as printing, drawings, travel, deliveries, et cetera. This does not include any of the application fees for the various agencies, which are the owner's

Chuck Lawson  
Revised June 19, 2003  
Revised June 9, 2003  
June 6, 2003  
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responsibility and have not been accounted for in this proposal. We recommend that a budget for these costs be established in an amount exceeding 15% of the total fees.

We estimate a fixed fee of \$500, plus other direct costs. This fee does not include permitting fees; therefore, your organization will be responsible for payment of all permitting fees.

This revised contract amendment, together with the General Terms and Conditions, which have been received and reviewed, represents the entire understanding between Seminole County and Bowyer-Singleton & Associates, Inc. (BSA) with regard to the referenced project. This revised contract amendment shall remain in effect for acceptance for a period of thirty (30) days from the date thereof, after which time BSA reserves the right to review and revise its revised contract amendment. Once accepted, this revised contract amendment may only be modified in writing with the consensus of both parties. If you wish to accept this revised contract amendment, please sign both copies of this revised contract amendment and the General Terms and Conditions where indicated, and return one complete copy to Michelle C. Ouellette, Contract Administrator at our office. Upon receipt, we will promptly schedule our services.

Thank you for considering Bowyer-Singleton & Associates, Inc. We look forward to assisting you in the successful completion of this project.

Sincerely,

John A. "Jack" Walsh, P.E.  
Project Manager

Reinardo Malavè, P.E.  
Vice President, Director of Land Development

JAW:RM:nmb  
SC2\J2\Corr\Contract Admendment.doc  
Enclosures

Task Description	Task Total
Additional Construction Administration	\$5,300
Other Direct Costs	\$ 500

\$5,800

APPROVED AND ACCEPTED

By: \_\_\_\_\_  
Authorized Representative for  
Seminole County

Date: \_\_\_\_\_

BOWYER-SINGLETON